

IN THE CIRCUIT COURT OF FOR THE  
THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, SHELBY COUNTY

F I L E D

JAN 19 2011

MONIQUE ABELL,

CIRCUIT COURT CLERK  
BY *B. Schell D.C.*

PLAINTIFF,

VS.

DOCKET NO.: CT 000-955-11  
DIVISION: III

PROGRESSIVE HOME ADVANTAGE,  
PROGRESSIVE INSURANCE COMPANY,  
AND HOMESITE INSURANCE COMPANY  
OF THE MIDWEST,

DEFENDANTS.

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COMPLAINT

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COME NOW, Plaintiff Monique Abell and sues Defendants Progressive Home Advantage, Progressive Insurance Company and Homesite Insurance Company of the Midwest, and respectfully states and would show the Court:

I. PARTIES

1. Plaintiff Monique Abell ("Plaintiff") is an adult resident of Memphis, Shelby County, Tennessee at all times material.
2. Upon information and belief and at all times material, Defendant Progressive Home Advantage is an insurance company licensed to do business within the State of Tennessee, and Memphis, Shelby County.
3. Upon information and belief and at all times material, Defendant Progressive Home

Advantage is the homeowners insurance company of Plaintiff's residence located at 1969 Portland, Memphis, Shelby County, Tennessee 38127.

4. Upon information and belief and at all times material, Defendant Progressive Insurance Company is an insurance company licensed to do business within the State of Tennessee, and Memphis, Shelby County.

5. Upon information and belief and at all times material, Defendant Progressive Insurance Company is the homeowners insurance company of Plaintiff's residence located at 1969 Portland, Memphis, Shelby County, Tennessee 38127.

6. Upon information and belief and at all times material, Defendant Homesite Insurance Company of the Midwest is an insurance company licensed to do business within the State of Tennessee, and Memphis, Shelby County.

7. Upon information and belief and at all times material, Defendant Homesite Insurance Company of the Midwest is the homeowners insurance company of Plaintiff's residence located at 1969 Portland, Memphis, Shelby County, Tennessee 38127.

## II. FACTS

8. On or about September 26, 2010, Plaintiff owned the residential property known as 1969 Portland, Memphis, Shelby County, Tennessee 38127.

9. On or about September 26, 2010, Plaintiff purchased and/or otherwise entered into a homeowners insurance contract for her property from/with Defendants Progressive Home Advantage, Progressive Insurance Company and Homesite Insurance Company of the Midwest ("Defendants"). (A copy of the Homeowners Insurance Policy is attached hereto as Exhibit "A".).

10. Said homeowners insurance contract and coverage was confirmed by Defendants on September 29, 2010. (A copy of the confirming correspondence by Defendants is attached hereto as Exhibit "B.").

11. On or about October 19, 2010, said 1969 Portland, Memphis, Shelby County, Tennessee 38127 caught fire and burned down.

12. The fire was investigated by the Memphis and Shelby County Fire Department and Memphis Police Department.

13. On or about October 20, 2010, Plaintiff submitted "Personal Property Inventories" to Defendants, per the homeowners policy. (Attached hereto as collective Exhibit "C" are copies of the "Personal Property Inventories.").

14. The subject 1969 Portland address was also investigated by Defendants via David C. Rollins, independent adjuster on behalf of Defendants.

15. Defendants have not paid Plaintiff pursuant to the homeowners insurance policy and has caused Plaintiff to be damaged thereby.

### **III. BREACH OF CONTRACT**

16. Defendants wrongfully breached the contract and default entered into with Plaintiff in not paying and/or otherwise reimbursing Plaintiff for her losses and/or damages incurred as a result of the fire to her property that occurred on October 19, 2010 after Plaintiff fulfilled her obligations under the contract. Plaintiff is entitled to damages, prejudgment interest and attorney fees.

**IV. VIOLATION OF TENNESSEE CONSUMER PROTECTION ACT,  
PURSUANT TO T.C.A. §47-18-101 ET SEQ.**

17. Defendants violated the Tennessee Consumer Protection Act, pursuant to *T.C.A. §47-18-101 et seq.* to wit, and including, committing unfair and deceptive acts and/or practices in breaching and/or otherwise not paying Plaintiff pursuant to said aforementioned contract after Plaintiff fulfilled her obligations under the contract.
18. Due to Defendants' violation of the Tennessee Consumer Protection Act, pursuant to *T.C.A. §47-18-101 et seq.*, Defendants should pay and/or otherwise reimburse Plaintiff all damages, including treble damages, costs, attorney fees, interest and like damages. Plaintiff is also entitled to prejudgment interest.

**V. BAD FAITH**

19. Defendants violated and/or proceeded in bad faith in the handling of Plaintiff's claim. Pursuant to *T.C.A. §56-7-105*, Defendants refused to pay Plaintiff for her losses within sixty (60) days of a demand.
20. Due to Defendants violation, Defendants should pay and/or otherwise reimburse Plaintiff pursuant to *T.C.A. §56-7-105(a)*, the loss and/or damages insured under the contract, interest including twenty-five percent (25%) interest, additional damages, costs, attorney fees, interest and like damages. Plaintiff is also entitled to prejudgment interest.

**VI. NEGLIGENT AND/OR INTENTIONAL MISREPRESENTATION**

21. Plaintiff and Defendants entered into a contract for homeowners insurance of Plaintiff's property. Plaintiff was led to believe that if Plaintiff complied with the terms of the contract and at Defendants' request to do so, Plaintiff's losses and damages would be paid. Defendant owed Plaintiff a duty of care to comply with the terms of the contract, yet negligently and/or

intentionally misrepresented that payment would be made pursuant to said contract.

**VII. INJURIES AND DAMAGES**

22. As a direct and proximate result and consequence of the actions, inactions, breaches, negligence and/or violations of Defendants, Plaintiff suffered losses and damages, including, property loss, loss of use, breach of contract damages, incurred attorney fees and expenses. Plaintiff is entitled to prejudgment interest.

**VIII. PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Plaintiff Monique Abell prays for judgment as to Defendants Progressive Home Advantage, Progressive Insurance Company and Homesite Insurance Company of the Midwest for the total sum of \$450,000 (FOUR HUNDRED FIFTY THOUSAND DOLLARS) damages, attorney fees and costs and demands a jury to try all issues of fact in this cause.

Respectfully submitted by,

WENER & ASSOCIATES, P.C.

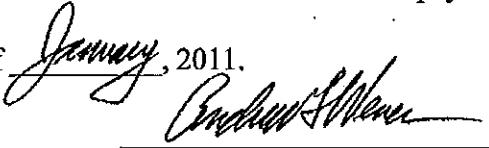


Andrew L. Wener, Esq.  
TN BPR: #21069; MS BPR: #101643  
Attorneys for Plaintiff  
100 North Main Building, Suite 1234  
Memphis, Tennessee 38103  
(901) 525-2494

**COST BOND**

I hereby acknowledge and bind myself for the prosecution of this action and payment of all costs not to exceed \$500 (FIVE HUNDRED DOLLARS) in this Court which may at any time be adjudged against the Plaintiff in the event that said Plaintiff shall not pay the same.

Witness my hand this 17<sup>th</sup> day of January, 2011.



Surety, Andrew L. Wener, Attorney at Law

**Progressive Home Advantage**

Underwritten by HOMESITE INSURANCE COMPANY OF  
THE MIDWEST  
99 Bedford Street  
Boston, MA 02111-2217  
Tel. (866) 960-8609 Fax (877) 273-2984,

**New Business Declarations  
For Policy Number 31340364**

**Policy Period** This policy covers the listed location(s)  
From 12:01 AM September 26, 2010  
Through 12:01 AM September 26, 2011 (local time)

MONIQUE ABELL  
4728 SPOTTSWOOD AV  
APT 314  
MEMPHIS, TN 38117

**Home Advantage****Tier 007****Insured Location**

1969 TORTLAND DR MEMPHIS TN 38127

**Description of Dwelling**

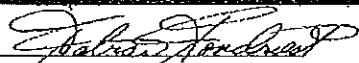
1940 Vinyl siding, Single family home, Primary residence, 1000ft. or less from hydrant, within 5 miles from fire station

**Deductible \$1000**

In case of loss under Section I, we cover only that part of the loss over the deductible stated.

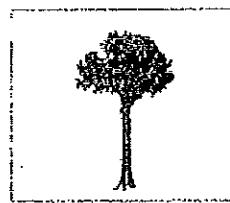
Coverage	Limit	Premium
<b>Section I - Property</b> Coverage A - Dwelling Coverage B - Other Structures Coverage C - Personal Property Coverage D - Loss of Use		
<b>Section II - Liability</b> Coverage E - Personal Liability Coverage F - Medical Payments to Others		
<b>Additional Coverages</b> See Additional Coverages on reverse side for details		
<b>Surcharges</b> See Surcharges on reverse side for details		
<b>Discounts</b> See Discounts on reverse side for details		
<b>Total</b>		\$1,333.00

Authorized Representative

**EXHIBIT "A"**

Welcome: MONIQUE ABELL [LOG OUT](#)
[SUMMARY](#)   [PAYMENTS](#)   [MY PROFILE](#)   [POLICY DOCUMENTS](#)   [FORMS](#)
[My Account > My Profile](#)

Bill Plan  
 Mailing Address  
 Password  
 Email Information  
 Paperless Preferences  
 Mortgage Company Information

[Go Paperless!](#)

Eliminate the clutter of paper and bills while saving the environment!

[Click here](#) to stop receiving policy documents and bills in the mail.

**Personal Information**Policy Holder: **MONIQUE ABELL****Phone Information**Day: **(901) 237-1009**

Evening:

**Address Information**

Mailing Address: > Edit  
**4728 SPOTTSWOOD AVE APT 314**  
**MEMPHIS TN 38117**

Property Address:  
**1969 PORTLAND AVE**  
**MEMPHIS TN 38127**

**Online Profile Information**

E-mail Address: **monique\_abell@hotmail.com** > Edit  
 Password: **\*\*\*\*\*** > Edit

**Billing Preferences**

Paperless Options: **Not Selected** > Change paperless preference  
 Bill Plan: **TenPay** > Edit

**Mortgage Information** > Edit

There is no mortgage information on file for this policy.

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[Underwriting Companies](#) [Important Notice](#) [Internet Privacy Policy](#)

### Important Notice about Dwelling Coverage Limits

#### **Dwelling Coverage Limits (Coverage A)**

Please review your Property Coverages which can be found on your declarations summary under Section I – Property. Replacement Cost is generally defined as "the cost to replace a structure with materials of like kind and quality without deduction for depreciation". Replacement cost simply reflects the cost to rebuild your home in the event of a total loss. Your home is broken down into components (framing, roofing, etc.) and valued at the cost to reconstruct each component in today's economy taking into consideration materials, labor rates and local building codes. It is also a good idea to re-evaluate your home's replacement after you have completed any remodels, upgrades or modifications to your home. If you have made any alteration to your home, please contact us so that we can update our information and re-evaluate your coverages.

The Coverage A amount listed on your declarations summary, (Limit of Liability) is based on an estimate of the cost to rebuild your home, including the cost of labor and materials in your area, and specific information you have provided about your home. We take care in providing these estimates; however, the costs associated with rebuilding your home are subject to the market environment at the time of loss. While we can assist you in calculating the Coverage A amount, it is your responsibility to make sure we have the most up to date information about your home and the amount of coverage is sufficient to rebuild your home. If your policy does not currently have one of our Replacement Cost endorsements listed on the enclosed menu of optional endorsements. We urge you to call us today and speak to one of our licensed representatives about adding these coverages.

#### **Changes to your Dwelling Coverage Limits**

Please review your Property Coverages which can be found on your New Business Declarations summary under Section I - Property. Each year we evaluate your property's current replacement cost which is listed under Coverage A - Dwelling. Replacement Cost is generally defined as "the cost to replace a structure with materials of like kind and quality without deduction for depreciation". Replacement cost simply reflects the cost to rebuild your home in the event of a total loss. Your home is broken down into components (framing, roofing, etc.) and valued at the cost to reconstruct each component in today's economy taking into consideration materials, labor rates and local building codes. It is also a good idea to re-evaluate your home's replacement after you have completed any remodels, upgrades or modifications to your home. If you have made any alteration to your home, please contact us so that we can update our information and re-evaluate your coverages.

The Coverage A amount listed on your Declarations page, (Limit of Liability) is based on an estimate of the cost to rebuild your home, including the cost of labor and materials in your area, and specific information you have provided about your home. We take care in providing these estimates; however, the costs associated with rebuilding your home are subject to the market environment at the time of loss. While we can assist you in calculating the Coverage A amount, it is your responsibility to make sure we have the most up to date information about your home and the amount of coverage is sufficient to rebuild your home. If your policy does not currently have one of our Replacement Cost endorsements listed in the Optional Endorsements section below, we urge you to call us today and speak to one of our licensed representatives about adding these coverages.

#### **Optional Endorsements**

Please review the list of Additional Coverages, Contracts and Amendments that are attached to your current policy. These can be found on your Renewal Declarations summary. In addition to these coverages, we offer a wide range of additional optional endorsements that can be added to your policy. These coverages can enhance the protection of your home and personal property, as well as extend additional protections for liability and related risks. Below we have outlined a partial list of our most common endorsements. We urge you to review these optional endorsements.

If you have additional questions or other coverages you would like to explore, please contact our Customer Service Center at 1-866-960-8609 to discuss these and other changes to your policy.

#### **Dwelling Coverages**

Full Replacement Cost on Dwelling  
Extended Replacement Cost on Dwelling  
Earthquake  
Increase Wind & Hail Deductibles  
Increase Limits on Other Structures  
Water Back up and Sump Overflow

#### **Property Coverages**

Replacement Cost on Personal Property  
Increased Limits on Personal Property  
Increased Limits on Business Property  
Scheduled Personal Property  
Special Computer Coverage

#### **Liability Coverages**

Loss Assessment Coverage  
Personal Injury  
Watercraft

## Progressive Home Advantage

Underwritten by HOMESITE INSURANCE COMPANY OF THE MIDWEST  
99 Bedford Street  
Boston, MA 02111-2217  
Tel. (866) 960-8609 Fax (877) 273-2984

### Electronic Funds Transfer Authorization Form

MONIQUE ABELL  
4728 SPOTTSWOOD AVE  
APT 314  
MEMPHIS, TN 38117

Policy Number: 31340364  
Property Address: 1969 TORTLAND DR  
MEMPHIS, TN 38127  
Payment Plan: 10 Pay Plan

Progressive Home Advantage is pleased to offer our customers the ability enroll in our Electronic Funds Transfer Program (EFT). Through this program you can elect to make automatic payments from your bank checking account. To enroll in this program, please complete this authorization form and return it with a voided blank check from your checking account.

#### **IMPORTANT INFORMATION:**

In order to assure payment without interruption, we must be in receipt of this authorization form at least 3 days in advance of the bill due date. Once we have processed your request, you will receive a billing statement letting you know your enrollment is complete and future payment deductions will begin. **Please continue to make payments that are due until you receive confirmation of your enrollment.**

You may not designate a savings account for premium deductions.

We will make payment deductions on the due date indicated on your bill statement. Refer to your bill for a schedule of deductions and applicable EFT fee.

Policies that are being billed to a mortgage company will not be eligible for this payment authorization.

You can cancel your payment deductions anytime by calling us at 1-866-960-8609.

*Please detach and return with your voided check to customerservice@homesite.com or fax to 1-877-273-2984. Remember to sign this form. Thank you.*

Policy Number: \_\_\_\_\_  
Name(s) on Account: \_\_\_\_\_  
Bank (ABA) Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Bank Name: \_\_\_\_\_

*I authorize HOMESITE INSURANCE COMPANY OF THE MIDWEST to initiate debit and/or credit entries electronically to the designated financial institution to my bank account indicated above for the purpose of insurance premiums. This authorization will apply to the policy number shown above. If I change financial institutions, I will notify Progressive Home Advantage and submit a new voided check.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Menu of Optional Endorsements

### Optional Endorsements, Coverages, and Credits

A complete list of your policy's coverage limits can be found on your declarations summary. In addition to these coverages, we offer a wide range of optional endorsements that can be added to your policy as well as credits that may reduce your premium. Optional coverages can enhance the protection of your home and personal property, as well as extend additional protections for liability and related risks. Below we have outlined a list of our most common endorsements, optional coverages, and credits.

We urge you to review these optional endorsements and credits. Please note if coverages do not appear on your declarations summary, they are not included in your policy. If there is something that appears below that you would like to add, or if you have additional questions or other coverages you would like to explore, please contact Customer Service at 1-866-960-8609 to discuss these and other changes to your policy.

#### Dwelling Coverages

##### *Extended Replacement Cost on Dwelling*

##### Description of Coverage

This endorsement can be used to increase Coverage A (dwelling) by either 25% or 50% to better accommodate a customer's needs.

##### *Additional Limits of Liability*

This endorsement provides additional Coverage A when the covered loss occurs and the cost to rebuild the dwelling exceeds the limit of liability. Then and only then, are coverages B, C and D increased by the same percentage.

##### *Earthquake*

This covers against a direct physical loss caused by an earthquake or earth movement. You may add this additional coverage for an additional premium. It is subject to a 5% of Coverage A deductible. Not offered in the state of California.

##### *Increase Wind & Hail Deductibles*

By increasing the deductible for these types of losses, the policyholder may lower the cost of annual insurance premium. For instance increasing the regular \$500 deductible to a \$1000, 1% or 2% may decrease the annual premium significantly.

##### *Increase Limits on Other Structures*

Provides additional limits for Coverage B if needed. Only structures on the insured premises apply. You may increase up to double the original Coverage B amount.

##### *Water Back up and Sump Overflow*

Covers up to \$5000 for direct physical loss due to water backing up through sewers or drains and water which overflows from a sump. This is not a flood coverage, which requires a separate policy.

#### Property Coverages

##### *Replacement Cost on Personal Property*

This endorsement protects the customer from receiving the depreciated value for their personal property. Instead contents will be replaced with new items of like kind and quality.

##### *Increased Limits on Personal Property*

This endorsement offers the insured the ability to

***Increased Limits on Business Property***

Increase certain personal property coverages from the standard homeowner's limit. For instance, the basic homeowner's policy insures jewelry for up to \$1000 for the named perils; a customer may choose to increase that coverage to \$5000.

***Scheduled Personal Property***

For additional premium, we offer open perils coverage for items such as jewelry, furs, cameras, musical instruments, silverware, fine arts and golfer's equipment. Not subject to a deductible, these items would be covered for the appraised value.

***Special Computer Coverage***

For additional premium, this would broaden the coverage for your computer due to direct physical loss. For example, if the policyholder drops a glass of water on the computer, this would be covered. This endorsement is subject to the policy deductible.

**Liability Coverages**

***Identity Theft***

This endorsement covers up to \$15,000 for expenses incurred by the insured as a direct result from identity theft. The deductible would only be \$250.

***Loss Assessment Coverage***

Specially designed for condominium owners, this coverage provides protection for assessments made by the condominium association resulting from loss to the property. The policyholder can choose the limit of coverage they wish up to \$25,000 if the loss is caused by an insured peril.

***Watercraft***

This endorsement extends the limit of liability on your homeowner's policy to your watercraft. This does not cover for the physical loss of the watercraft.

***Personal Injury***

With this endorsement, you can extend the limit of liability on your homeowner's policy to cover you against libel, slander, and invasion of privacy.

**Credits**

***Fire Alarm Credit***

Policyholders may receive a discount for having protective items such as fire/burglar alarms and/or fire sprinkler systems.

***Companion Policy Discount***

For policyholders with current companion products, we offer a discount for their continued patronage.

**\*\*\*Additional endorsements and credits are subject to availability and qualification.**

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99 Bedford Street  
Boston, MA 02111-2217  
Tel. (866) 960-8609 Fax (877) 273-2984

***Flood Coverage  
Disclosure Notice***

**All homeowner insurance policyholders are cautioned that:**

Your policy excludes coverage for damage caused by flooding of all types. This exclusion may exclude any and all damages resulting from storm surge from a hurricane, surface water, flash floods, waves, tidal water, tidal waves, wind driven rain or water, or any other overflow of water, and spray from any of these events. For further details, please see the language of your policy. The language of your policy will control the obligations of the parties.

You are further advised that to be covered for such a loss, you will have to obtain a separate flood insurance policy through the National Flood Insurance Program (NFIP). If available in your location, the NFIP can provide both structure and contents coverage.

You can contact the National Flood Insurance Program at:

National Flood Insurance Program  
P.O. Box 619  
Lanham, MD 20706

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99 Bedford Street  
Boston, MA 02111-2217  
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### **Property Loss Report**

The premium for your policy was based in part on a property loss report provided by A-PLUS.

Under Section 612 of the Fair Credit Reporting Act you have the right to obtain a free copy of this report within 60 days by request to:

A-PLUS Consumer Inquiry Center  
545 Washington Boulevard Loc. 22-6  
Jersey City, NJ 07302  
Telephone: 800-709-8842

Under Section 611 of the Fair Credit Reporting Act you also have the right to dispute the accuracy or completeness of any information A-PLUS furnished in this report, by notifying them directly of the dispute.

Please note that A-PLUS does not participate in determining your premium, and cannot give the specific information on our rates.

### Consumer Report Information

The premium for your policy was based in part on a consumer report provided by Trans Union Corporation.

Under Section 612 of the Fair Credit Reporting Act you have the right to obtain a free copy of this report from Trans Union upon request within 60 days to:

Trans Union Corporation  
Consumer Relations - East  
2-Baldwin Place  
P.O. Box 1000  
Chester, PA 19022  
1-800-916-8800  
1-800-645-1938 (automated)

Under Section 611 of the Fair Credit Reporting Act you also have the right to dispute the accuracy or completeness of any information Trans Union furnished in this report, by notifying them directly of the dispute.

Please note that Trans Union does not participate in determining your premium, and cannot give the specific information on our rates.

### Property Inspection

As a reminder, a contracted property inspector may be out to complete an inspection of the property. A property inspection is extremely important to our underwriting process and will help us verify the information on your policy. If an appointment is necessary due to an interior inspection or woodstove supplement, our inspection company will contact you prior to an inspection.

This insurance policy may be cancelled within 60 days of the effective date for any reason that is not unfairly discriminatory or prohibited by law, if the property is determined to be an unacceptable risk to the insurer.

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### *Notice of Insurance Information Practices*

*Issued by HOMESITE  
INSURANCE COMPANY OF THE  
MIDWEST*

The Homesite Insurance Companies ("Homesite") use information from many sources. This assists us to fairly determine eligibility for our programs and ensure accurate rates for all policies. Using this information also speeds the application process.

How we may collect, use and disclose this information is regulated by law, and we would like you to be aware of our practices and how they may affect your privacy.

Following is a description of the kinds of information we may collect, how we may collect it, and what is done with the information once it has been collected. We also describe how you can find out what information we have about you in our records or files, and how you can correct inaccurate information. We follow these practices with your information whether you are a policyholder, claimant, former policyholder, or just an inquiring consumer.

#### ***What kind of information do we collect about you?***

Most of our information comes directly from you. The information you provide when you call us, complete an application, make a policy change or report a claim gives us most of the information we need to know. This information, of course, includes identifying information such as name and address, as well as your type of home and claims history.

We may also obtain information such as credit reports, claims history, and investigative reports from other sources. We may send someone to inspect your property and verify information about the value and condition of the property.

The information we obtain about you may come from other insurance companies, insurance support organizations, or sources such as credit bureaus and property data collection services.

#### ***What do we do with the information collected about you?***

We may, as permitted by law, disclose information about you in our records or files to certain persons or organizations without your prior permission. These include:

- \* Other insurance institutions, financial institutions, agents, or insurance support organizations.
- \* Persons who perform a business, professional, or insurance function for us.
- \* Businesses that conduct actuarial or research studies.
- \* Insurance regulatory authorities.
- \* Law enforcement or other governmental authorities.
- \* Our affiliated companies who assist our insurance business activities.

*Contd.*

Your information may be provided to others in the following circumstances, as permitted by law, for them to:

- \* Perform a business, professional, or insurance function for us.
- \* Provide information to us in order to
  - a. Determine your eligibility for an insurance benefit or payment, or
  - b. Detect or prevent criminal activity, fraud, material misrepresentation or material nondisclosure in connection with an insurance transaction.
- \* Perform a function in connection with an insurance transaction involving you.
- \* Conduct an audit of our operations or services.
- \* Conduct a joint marketing program with Homesite pursuant to a joint marketing agreement.

The information we obtain about you from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other sources.

### ***How confidential and secure is the information we have about you?***

Homesite protects the confidentiality of the information that we have about you by restricting access to those employees who need to know that information to provide our products and services to you. We maintain physical electronic and procedural safeguards that comply with federal and state regulations to guard your information.

### ***How can you find out what information we have about you?***

You have the right to know what information we have about you in our insurance records or files. To obtain this information, provide to us in writing an identification of yourself and a reasonable explanation of the information you desire. If the information can be reasonably located and obtained, we will inform you of its nature and substance within thirty (30) business days from the day we receive the request. You may personally see and obtain the information, or if you prefer, we will mail the information to you. We will also inform you who has received this information within the last two (2) years, or, if not recorded, to whom such information is normally disclosed.

### ***What can you do if you disagree with the information we have about you?***

You have the right to make a written request that we correct, delete, or change any recorded information we have about you in our records or files.

If we agree to comply with your request, we will notify you within thirty (30) business days of receiving your request. We will then furnish the amended information to any person you designate, who may have received the information within the past two (2) years, as well as to any person or organization who either supplied us with the information or to whom we disclosed it.

If we are unable to comply with your request, we will notify you within thirty (30) business days of receiving your written request with the reasons for our decision. If you disagree with the reasons for our decision, you have the right to file a concise statement of what you think is correct, relevant or fair information. Your statement will be filed with the disputed information and will be furnished to any person, insurance institution, agent or insurance support organization who either supplied us with information or to whom we disclosed it. Your statement will also be furnished to anyone reviewing the disputed information.

**Progressive Home Advantage**

Underwritten by HOMESITE INSURANCE COMPANY OF THE MIDWEST  
99 Bedford Street  
Boston, MA 02111-2217  
Tel. (866) 960-8609 Fax (877) 273-2984

***Policy Contract Pack***

***Important Information about your Progressive Home Advantage policy***

**Thank you for choosing  
Progressive Home  
Advantage**

***You have selected Homeowners Special Form.***

The following State Amendatory Endorsements may modify your contract.  
Please review the information in this package carefully.

If you have any questions regarding the information contained in this package, please  
call us at 1-866-960-8609.

HOMEOWNERS  
HO 00 03 04 91

HOMEOWNERS 3  
SPECIAL FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

- 1."Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
- 2."Business" includes trade, profession or occupation.

3."Insured" means you and residents of your household who are:

- a. Your relatives; or
- b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:

- (1) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
- (2) Other persons using the vehicle on an "insured location" with your consent.

4. "Insured location" means:
  - a. The "residence premises";
  - b. The part of other premises, other

structures and grounds used by you as a residence and:

- (1) Which is shown in the Declarations; or
  - (2) Which is acquired by you during the policy period for your use as a residence;
  - c. Any premises used by you in connection with a premises in 4.a. and 4.b. above;
  - d. Any part of a premises:
    - (1) Not owned by an "insured"; and
    - (2) Where an "insured" is temporarily residing;
  - e. Vacant land, other than farm land, owned by or rented to an "insured";
  - f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
  - g. Individual or family cemetery plots or burial vaults of an "insured"; or
  - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
    - a. "Bodily injury"; or
    - b. "Property damage."
  6. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
  7. "Residence employee" means:
    - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
    - b. One who performs similar duties elsewhere not related to the "business" of an "insured."

8. "Residence premises" means:

- a. The one family dwelling, other structures, and grounds; or
- b. That part of any other building;

where you reside and which is shown as the

"residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

## SECTION I - PROPERTY COVERAGES

### COVERAGE A - Dwelling

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
2. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises."

This coverage does not apply to land, including land on which the dwelling is located.

### COVERAGE B - Other Structures

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. Used in whole or in part for "business"; or
2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

### COVERAGE C - Personal Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured";
2. A guest or a "residence employee," while the property is in any residence occupied by an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater.

Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

**Special Limits of Liability.** These limits do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1000 on trailers not used with watercraft.
5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
6. \$2000 for loss by theft of firearms.
7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.

9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.

10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land

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conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories or antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

**Property Not Covered.** We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Animals, birds or fish;
3. Motor vehicles or all other motorized land conveyances. This includes:
  - a. Their equipment and accessories; or
  - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
    - (1) Accessories or antennas; or
    - (2) Tapes, wires, records, discs or other media;

for use with any electronic apparatus.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
  - b. Designed for assisting the handicapped;
4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to

carry people or cargo;

5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in Additional Coverages 10.;
7. Property rented or held for rental to others off the "residence premises";
8. "Business" data, including such data stored in:
  - a. Books of account, drawings or other paper records; or
  - b. Electronic data processing tapes, wires, records, discs or other software media;

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market; or

9. Credit cards or fund transfer cards except as provided in Additional Coverages 6.

#### COVERAGE D - Loss Of Use

The limit of liability for Coverage D is the total limit for all the coverages that follow.

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover, at your choice, either of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the option under paragraph b. below.

- a. **Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- b. **Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

Payment under a. or b. will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. If a loss covered under this Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the:

**Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

3. If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in

this policy, we cover the Additional Living Expense and Fair Rental Value loss as provided under 1. and 2. above for no more than two weeks.

The periods of time under 1., 2. and 3. above are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

#### **ADDITIONAL COVERAGES**

**1. Debris Removal.** We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

**2. Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. Does not increase the limit of liability that applies to the covered property;
- b. Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I - CONDITION 2.d.

**3. Trees, Shrubs and Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils

Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns: No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

**4. Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

**5. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

**6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.**

We will pay up to \$500 for:

- a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card; or
- c. If an "insured" has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is

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concerned or implicated is considered to be one loss.

We do not cover loss arising out of "business" use or dishonesty of an "insured."

This coverage is additional insurance. No deductible applies to this coverage.

Defense:

a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.

b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.

c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under the Forgery coverage.

**7. Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A - DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

Condition 1. Policy Period, under SECTIONS I AND II CONDITIONS, does not apply to this coverage.

**8. Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

a. Perils Insured Against in COVERAGE C - PERSONAL PROPERTY. These perils apply to covered buildings and personal property for loss insured by this additional coverage;

b. Hidden decay;

c. Hidden insect or vermin damage;

d. Weight of contents, equipment, animals or people;

e. Weight of rain which collects on a roof; or

f. Use of defective material or methods in

construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e., and f. unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit of liability applying to the damaged covered property.

**9. Glass or Safety Glazing Material.**

We cover:

a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and

b. Damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

**10. Landlord's Furnishings.** We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

a. Fire or lightning.

b. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

c. Explosion.

d. Riot or civil commotion.

e. Aircraft, including self-propelled missiles and spacecraft.

f. Vehicles.

g. **Smoke**, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

h. **Vandalism or malicious mischief.**

i. **Falling objects.**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

j. **Weight of ice, snow or sleet** which causes damage to property contained in a building.

k. **Accidental discharge or overflow of water or steam** from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a

sump, sump pump or related equipment.

l. **Sudden and accidental tearing apart, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

m. **Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.**

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system and appliances of water.

n. **Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic component.

o. **Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.**

The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

## SECTION I - PERILS INSURED AGAINST

### COVERAGE A - DWELLING and COVERAGE B - OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:

1. Involving collapse, other than as provided in Additional Coverage B; or

2. Caused by:

a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the

system and appliances of water;

b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio or swimming pool;
- (2) Foundation, retaining wall, or bulkhead; or
- (3) Pier, wharf or dock;

c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

e. Any of the following:

- (1) Wear and tear, marring, deterioration;
- (2) Inherent vice, latent defect, mechanical

breakdown;

(3) Smog, rust or other corrosion, mold, wet or dry rot;

(4) Smoke from agricultural smudging or industrial operations;

(5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

(6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;

(7) Birds, vermin, rodents, or insects; or

(8) Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

### 3. Excluded under Section I - Exclusions.

Under items 1. and 2., any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

## COVERAGE C - PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I - EXCLUSIONS.

### 1. Fire or lightning.

### 2. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

### 3. Explosion.

### 4. Riot or civil commotion.

### 5. Aircraft, including self-propelled missiles and

spacecraft.

### 6. Vehicles.

7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

### 8. Vandalism or malicious mischief.

9. Theft, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

- a. Committed by an "insured";
- b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or
- c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

This peril does not include loss caused by theft that occurs off the "residence premises" of:

- a. Property, while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
- c. Trailers and campers.

### 10. Falling objects.

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. Weight of ice, snow or sleet which causes damage to property contained in a building.

12. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;
- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
- c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a

sump, sump pump or related equipment.

**13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.**

We do not cover loss caused by or resulting from freezing under this peril.

**14. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.**

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless

you have used reasonable care to:

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain the system and appliances of water.

**15. Sudden and accidental damage from artificially generated electrical current.**

This peril does not include loss to a tube, transistor or similar electronic component.

**16. Volcanic eruption other than loss caused**

**17. by earthquake, land shock waves or tremors.**

## SECTION I - EXCLUSIONS

**1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.**

**a. Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

**b. Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- (1) Fire;
- (2) Explosion; or

(3) Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

**c. Water Damage**, meaning:

(1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;

(2) Water which backs up through sewers or drains or which overflows from a sump; or

(3) Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire, explosion or theft resulting from

water damage is covered.

**d. Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But, if a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.

**e. Neglect**, meaning neglect of the "Insured" to use all reasonable means to save and preserve property at and after the time of a loss.

**f. War**, including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**g. Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I - CONDITIONS.

**h. Intentional Loss**, meaning any loss arising out of any act committed:

- (1) By or at the direction of an "insured"; and
- (2) With the intent to cause a loss.

**2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.**

**a. Weather conditions.** However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the

loss;

b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;

c. **Faulty, inadequate or defective:**

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship,

repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property whether on or off the "residence premises."

## SECTION I - CONDITIONS

**1. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or
- b. For more than the applicable limit of liability.

**2. Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:

- a. Give prompt notice to us or our agent;
- b. Notify the police in case of loss by theft;
- c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
- d. Protect the property from further damage. If repairs to the property are required, you must:

- (1) Make reasonable and necessary repairs to protect the property; and
- (2) Keep an accurate record of repair expenses;

e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

f. As often as we reasonably require:

- (1) Show the damaged property;
- (2) Provide us with records and documents we request and permit us to make copies; and
- (3) Submit to examination under oath, while not in the presence of any other "insured," and sign the same;

g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

(1) The time and cause of loss;

(2) The interest of the "insured" and all others in the property involved and all liens on the property;

(3) Other insurance which may cover the loss;

(4) Changes in title or occupancy of the property during the term of the policy;

(5) Specifications of damaged buildings and detailed repair estimates;

(6) The inventory of damaged personal property described in 2.e. above;

(7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and

(8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

**3. Loss Settlement.** Covered property losses are settled as follows:

a. Property of the following types:

- (1) Personal property;
- (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
- (3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (a) The limit of liability under this policy that applies to the building;
- (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
- (c) The necessary amount actually spent to repair or replace the damaged building.

(2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (a) The actual cash value of that part of the building damaged; or
- (b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

(3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;
- (b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (c) Underground flues, pipes, wiring and drains.

(4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of b.(1) and b.(2) above.

However, if the cost to repair or replace the damage is both:

- (a) Less than 5% of the amount of insurance in this policy on the building; and
- (b) Less than \$2500;

we will settle the loss according to the provisions of b.(1) and b.(2) above whether or not actual repair or replacement is complete.

(5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to

buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.

**4. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between actual cash value of the property before and after the loss.

**5. Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

**6. Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

**7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

**8. Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

**9. Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

**10. Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. Reach an agreement with you;
- b. There is an entry of a final judgment; or

c. There is a filing of an appraisal award with us.

11. **Abandonment of Property.** We need not accept any property abandoned by an "insured."

12. **Mortgage Clause.**

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will

receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

13. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

14. **Nuclear Hazard Clause.**

a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.

c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

15. **Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

16. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

## SECTION II - LIABILITY COVERAGES

### COVERAGE E - Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or

fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

### COVERAGE F - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic

devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location," if the "bodily injury":

- a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
- b. Is caused by the activities of an "insured";
- c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
- d. Is caused by an animal owned by or in the care of an "insured."

## SECTION II - EXCLUSIONS

### 1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others do not apply to "bodily injury" or "property damage":

- a. Which is expected or intended by the "insured";
- b. Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
- c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":

- (1) On an occasional basis if used only as a residence;
- (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (3) In part, as an office, school, studio or private garage;

- d. Arising out of the rendering of or failure to render professional services;

- e. Arising out of a premises:

- (1) Owned by an "insured";
- (2) Rented to an "insured"; or
- (3) Rented to others by an "insured";

that is not an "insured location";

- f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

- (2) The entrustment by an "insured" of a

motor vehicle or any other motorized land conveyance to any person; or

- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.

- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

- (a) Not owned by an "insured"; or

- (b) Owned by an "insured" and on an "insured location";

- (3) A motorized golf cart when used to play golf on a golf course;

- (4) A vehicle or conveyance not subject to motor vehicle registration which is:

- (a) Used to service an "insured's" residence;

- (b) Designed for assisting the handicapped; or

- (c) In dead storage on an "insured location";

- g. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;

- (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or

- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This

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exclusion does not apply to watercraft:

(1) That are not sailing vessels and are powered by:

- (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
- (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
- (c) One or more outboard engines or motors with 25 total horsepower or less;
- (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
- (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
  - (i) You acquire them prior to the policy period; and
    - (a) You declare them at policy inception; or
    - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
  - (ii) You acquire them during the policy period.

This coverage applies for the policy period.

(2) That are sailing vessels, with or without auxiliary power:

- (a) Less than 26 feet in overall length;
- (b) 26 feet or more in overall length, not owned by or rented to an "insured."

(3) That are stored;

h. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an aircraft;
- (2) The entrustment by an "insured" of an aircraft to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

i. Caused directly or indirectly by war, including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;

(2) Warlike act by a military force or military personnel; or

(3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

j. Which arises out of the transmission of a communicable disease by an "insured";

k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions e., f., g., and h. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. Coverage E - Personal Liability, does not apply to:

a. Liability:

(1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;

(2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) That directly relate to the ownership, maintenance or use of an "insured location"; or

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in (1) above or elsewhere in this policy;

b. "Property damage" to property owned by the "insured";

c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

d. "Bodily injury" to any person eligible to receive any benefits:

(1) Voluntarily provided; or

(2) Required to be provided;

by the "insured" under any:

- (1) Workers' compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law;
- e. "Bodily injury" or "property damage" for which an "insured" under this policy:
- (1) Is also an insured under a nuclear energy liability policy; or
  - (2) Would be an insured under that policy but for the exhaustion of its limit of liability.
- A nuclear energy liability policy is one issued by:
- (1) American Nuclear Insurers;
  - (2) Mutual Atomic Energy Liability Underwriters;
  - (3) Nuclear Insurance Association of Canada; or any of their successors; or
- f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.
3. **Coverage F - Medical Payments to Others**, does not apply to "bodily injury":
- a. To a "residence employee" if the "bodily injury":
    - (1) Occurs off the "insured location"; and
- (2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- b. To any person eligible to receive benefits:
- (1) Voluntarily provided; or
  - (2) Required to be provided;
- under any:
- (1) Workers' compensation law;
  - (2) Non-occupational disability law; or
  - (3) Occupational disease law;
- c. From any:
- (1) Nuclear reaction;
  - (2) Nuclear radiation; or
  - (3) Radioactive contamination;
- all whether controlled or uncontrolled or however caused; or
- (4) Any consequence of any of these; or
- d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

## SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. **Claim Expenses**. We pay:
- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
  - b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;
  - c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; and
  - d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
2. **First Aid Expenses**. We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."
3. **Damage to Property of Others**. We will pay, at replacement cost, up to \$500 per "occurrence" for

"property damage" to property of others caused by an "insured."

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I of this policy;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:
  - (1) A "business" engaged in by an "insured";
  - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or
  - (3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

**4. Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

- a. "Bodily injury" or "property damage" not excluded under Section II of this policy; or
- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
  - (1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and
  - (2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the

"residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

1. Section II - Coverage E - Personal Liability Exclusion 2.a.(1);
2. Condition 1. Policy Period, under SECTION I AND II - CONDITIONS.

## SECTION II - CONDITIONS

**1. Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

**2. Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."

**3. Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:

- a. Give written notice to us or our agent as soon as is practical, which sets forth:
  - (1) The identity of the policy and "insured";
  - (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
  - (3) Names and addresses of any claimants

and witnesses;

- b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
- c. At our request, help us:
  - (1) To make settlement;
  - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - (3) With the conduct of suits and attend hearings and trials; and
  - (4) To secure and give evidence and obtain the attendance of witnesses;
- d. Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
- e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

**4. Duties of an Injured Person - Coverage F - Medical Payments to Others.**

The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical

reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**5. Payment of Claim - Coverage F - Medical Payments to Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

**6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured." Also, no action with

respect to Coverage E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

**7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

**8. Other Insurance - Coverage E - Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## SECTIONS I AND II - CONDITIONS

**1. Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

**2. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;

relating to this insurance.

**3. Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

### 4. Waiver or Change of Policy Provisions.

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

### 5. Cancellation.

a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in

the Declarations.

Proof of mailing will be sufficient proof of notice.

(1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

(2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

(a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

(b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

6. Nonrenewal. We may elect not to renew this policy. We may do so by delivering to you, or

mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

7. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.

8. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

9. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;

b. "Insured" includes:

(1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and

(2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

HOMEOWNERS  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SPECIAL PERSONAL PROPERTY COVERAGE

Form HO 00 03 Only

For an additional premium, the Perils Insured Against under Coverages A, B and C are deleted and replaced by the following:

#### SECTION I - PERILS INSURED AGAINST

We insure against risk of direct loss to property described in Coverages A, B and C, only if that loss is a physical loss to property.

We do not insure, however, for loss:

##### 1. Under Coverages A, B and C:

###### a. Excluded under SECTION I - EXCLUSIONS;

###### b. Caused by:

(1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain the system and appliances of water;

(2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (a) Fence, pavement, patio or swimming pool;
- (b) Foundation, retaining wall, or bulkhead; or
- (c) Pier, wharf or dock;

(3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

(4) Any of the following:

- (a) Wear and tear, marring, deterioration;
- (b) Inherent vice, latent defect, mechanical breakdown;
- (c) Smog, rust or other corrosion, mold, wet or dry rot;

(d) Smoke from agricultural smudging or industrial operations;

(e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage C of the policy form if this endorsement were not attached to the policy form.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

(f) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;

(g) Birds, vermin, rodents, or insects; or

(h) Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water escaped.

Under items (1) through (4), any ensuing loss to property described in Coverages A, B and C not excluded or excepted in this policy is covered.

##### 2. Under Coverages A and B:

a. Caused by vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

HOMEOWNERS  
HH 00 15 02 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

b. involving collapse, other than as provided in Additional Coverages - 8. Collapse. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

3. Under Coverage C caused by:

a. Breakage of:

- (1) Eyeglasses, glassware, statuary, marble;
- (2) Bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
- (2) Smoke, other than smoke from agricultural smudging or industrial operations;
- (3) Explosion, riot, civil commotion;
- (4) Aircraft, vehicles, vandalism and malicious mischief, earthquake or volcanic eruption;
- (5) Collapse of a building or any part of a building;
- (6) Water not otherwise excluded;
- (7) Theft or attempted theft; or
- (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
  - (a) A steam or hot water heating system;
  - (b) An air conditioning or automatic fire protective sprinkler system; or
  - (c) An appliance for heating water;
- b. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- c. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- d. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
- e. Destruction, confiscation or seizure by order of any government or public authority; or

f. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not excluded or excepted in this policy is covered.

**SECTION I - COVERAGE C - PERSONAL PROPERTY**

The Special Limits of Liability items 5., 6., and 7., are deleted and replaced by the following:

- 5. \$1,000 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
- 6. \$2,000 for loss by theft, misplacing or losing of firearms.
- 7. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

**SECTION I - ADDITIONAL COVERAGES**

8. Collapse

Paragraph a. is deleted and replaced by the following:

- a. Perils Insured Against in Coverages A and B.

The following paragraph is also added:

This additional coverage does not apply to Coverage C - Personal Property.

**SECTION I - EXCLUSIONS**

1.c. Water Damage. The following paragraphs are added:

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "insured" is covered.

Water damage to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an "insured" is excluded even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

HOMEOWNERS  
HH 01 41 TN 0310

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SPECIAL PROVISIONS - TENNESSEE

#### SECTION I - PROPERTY COVERAGES

##### COVERAGE C - Personal Property

###### Special Limits of Liability

Items 10. and 11. are deleted and replaced by the following (These are items 7. and 8. in Form HO 00 08):

10.\$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories and antennas; or
  - b. Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this Item 10.

11.\$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
  - b. Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this Item 11.

###### Property Not Covered

Item 3.b. is deleted and replaced by the following:

3. Motor vehicles or all other motorized land conveyances. This includes:  
b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

- (1) Accessories or antennas; or
  - (2) Tapes, wires, records, discs or other media;
- for use with any electronic apparatus described in this Item 3.b.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

###### Coverage D - Loss Of Use

For all forms other than HO 00 04 and HO 00 06, Item 1. is deleted and replaced by the following:

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

For Forms HO 00 04 and HO 00 06, Item 1. is deleted and replaced by the following:

1. If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

#### ADDITIONAL COVERAGES

8.Collapse is deleted and replaced by the following:

##### 8.Collapse

a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging bending, leaning, settling, shrinkage or expansion.

b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) Perils Insured Against in Coverage C - Personal Property. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under Items (2), (3), (4), (5), and (6) unless the loss is a direct result of the collapse of a building or any part of a building.

This coverage does not increase the limit of liability applying to the damaged covered property.

If Endorsement HO 00 15 or HH 00 15 is attached to the policy, Section I - Additional Coverages 8. Collapse in that endorsement is deleted in its entirety and Paragraph b.(1) above is deleted and replaced by the following:

b.(1) Perils Insured Against in Coverages A. and B.

In addition, the following paragraph is added:

This additional coverage does not apply to Coverage C.

If Endorsement HO 17 31 or HH 17 31 is attached to the policy, Section I - Additional Coverages 8. Collapse in the Endorsement is deleted in its entirety and Paragraph b.(1) above is deleted and replaced by the following:

b.(1) Perils Insured Against in Coverage A.

In addition, the following paragraph is added:

This additional coverage does not apply to Coverage C - Personal Property.

9. Glass or Safety Glazing Material is deleted and replaced by the following:

9. Glass Or Safety Glazing Material

a. We cover:

- (1) For all forms other than HO 00 04 and HO 00 06, the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:
  - (a) Form HO 00 04, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and
  - (b) Form HO 00 06, the breakage of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage A; and
- (2) For all forms other than HO 00 04 and HO 00 06, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window, and for:
  - (a) Form HO 00 04, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and
  - (b) Form HO 00 06, the breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a building, storm door or storm window, and covered under Coverage A; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Additional Coverage 9. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For Forms HO 00 01 and HO 00 08, we will pay up to \$100 for loss under this coverage.

This coverage does not increase the limit of liability that applies to the damaged property.

(This is Additional Coverage B. In Forms HO 00 01 and HO 00 08.)

The following Additional Coverage is added to all forms except HO 00 08. With respect to Form HO 00 04, the words 'covered building' used below, refer to property covered under Additional Coverage 10. Building Additions And Alterations.

11. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A (or for Form HO 00 04, you may use up to 10% of the limit of liability that applies to Building Additions and Alterations) for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess

the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

(This is Additional Coverage 10, in Forms HO 00 01 and HO 00 06.)

#### SECTION I - EXCLUSIONS

The introductory language in Section I - Exclusions is deleted and replaced by the following:

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

(This is Exclusion 1, in HO 00 03.)

1. **Ordinance or Law** is deleted and replaced by the following:

1. **Ordinance Or Law**, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a, in all forms other than HO 00 03, and 1.a.(1) in Form HO 00 03, does not apply to the amount of coverage that may be provided for under Additional Coverages, Glass Or Safety Glazing Material or Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion 1.a. in Form HO 00 03.)

2. **Earth Movement** is deleted and replaced by the following:

2. **Earth Movement**, meaning:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide, or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

Caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

(This is Exclusion 1.b. in Form HO 00 03.)

4. **Power Failure** is deleted and replaced by the following:

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion 1.d. in Form HO 00 03.)

#### SECTION I - CONDITIONS

##### 3. **Loss Settlement**

Under Form HO 00 06, Item b.(2) is deleted and replaced by the following:

- (2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

#### SECTION II - EXCLUSIONS

Under 1. Coverage E - Personal Liability and Coverage F - Medical Payments To Others; Item a. is deleted

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and replaced by the following:

- a. Which is expected or intended by one or more "insureds";

**SECTIONS I AND II - CONDITIONS**

2. Concealment or Fraud is deleted and replaced by the following:

2. Concealment Or Fraud

- a. Under Section I - Property Coverages, with respect to all "insureds" covered under this policy, we provide no coverage for loss under Section I - Property Coverages if, whether before or after a loss, one or more "insureds" have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this insurance.

- b. Under Section II - Liability Coverages, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;

relating to this insurance.

All other provisions of this policy apply.

HOMEOWNERS  
HO 04 16 04 91

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMISES ALARM OR  
FIRE PROTECTION**

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For a premium credit, we acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

HOMEOWNERS  
HO 04 20 06 94

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL AMOUNT OF INSURANCE FOR  
COVERAGE A - DWELLING  
Forms HO 00 02 and HO 00 03 Only

(Applies only when loss to dwelling building exceeds the  
Coverage A Limit of Liability shown in the Declarations)

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

A. If you have:

1. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
  - a. The property evaluations we make; and
  - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling building which increase the replacement cost of the dwelling building by 5% or more;

The provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged or destroyed dwelling building.

B. If there is a loss to the dwelling building that exceeds the Coverage A limit of liability shown in the Declarations, for the purpose of settling that loss only:

1. We will provide an additional amount of insurance, up to 25%\* of the Coverage A limit of liability; and
2. The Section I Condition 3, Loss Settlement paragraph b. is deleted and replaced by paragraphs b., c., and d. as follows:

b. The dwelling building under Coverage A at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts for like construction and use on the same premises:

- (1) The replacement cost of that part of the dwelling building damaged or destroyed;
  - (2) The necessary amount actually spent to repair or replace the damaged or destroyed dwelling building; or
  - (3) The limit of liability under this policy that applies to the dwelling building, plus any additional amount provided by this endorsement.
- c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- d. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to the dwelling building on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

HOMEOWNERS  
HO 04 33 05 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**

**FOR USE WITH FORM HO 00 03 WITH HO 00 15 AND FORM HO 00 06 WITH HO 17 31 OR HO 17 32**

### SCHEDULE\*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

1.	Section I - Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$2,500
2.	Section II - Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$25,000

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

### **DEFINITIONS**

The following definition is added:

#### **"Fungi"**

a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

b. Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

### **SECTION I - PROPERTY COVERAGES**

#### **ADDITIONAL COVERAGES**

The following Additional Coverage is added:

##### **12. "Fungi", Wet Or Dry Rot, Or Bacteria**

a. The amount shown in the Schedule above is the most we will pay for:

(1) The total of all loss payable under Section I - Property Coverages caused by "fungi", wet or dry rot, or bacteria;

(2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under

#### **Section I - Property Coverages;**

(3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

(4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

b. The coverage described in 12.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional

Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims made.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

(This is Additional Coverage 11. in Form HO 00 06.)

#### SECTION I - PERILS INSURED AGAINST

In Form HO 00 03 with HO 00 15:

Paragraph 1.b.(4)(c) is deleted and replaced by the following:

- (c) Smog, rust or other corrosion;

Paragraph 1.b.(4)(i) is added:

- (i) Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form HO 00 06 with HO 17 31:

Paragraph 3.d.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

Paragraph 3.d.(9) is added:

- (9) Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form HO 00 06 with HO 17 32:

Paragraph 2.e.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

Paragraph 2.e.(9) is added:

- (9) Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

#### SECTION I - EXCLUSIONS

Exclusion 1.I. is added.

##### I. Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This Exclusion does not apply:

- (1) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I - Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

(This is Exclusion 9. in Form HO 00 06.)

#### SECTION II - CONDITIONS

Condition 1. Limit Of Liability is deleted and replaced by the following:

##### 1. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

However, our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or

threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Section II - Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "Insureds"; or
- e. Number of "occurrences" or claims made.

This sublimit is within, but does not increase, the Coverage E limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in 1. Limit Of Liability of this endorsement, Condition 2. **Severability Of Insurance** is deleted and replaced by the following:

## 2. **Severability Of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section II - Conditions 1., Limit Of Liability. This condition will not increase the limit of liability for this coverage.

## **SECTION I AND II CONDITIONS**

Condition 1. Policy Period is deleted and replaced by the following:

### 1. **Policy Period**

This policy applies only to loss or costs in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

All other provisions of the policy apply.

HOMEOWNERS  
HO 04 90 04 91

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PERSONAL PROPERTY REPLACEMENT COST**

**SECTION I**

For an additional premium, covered losses to the following property are settled at replacement cost at the time of loss:

- a. Coverage C - Personal Property;
- b. If covered in this policy, awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings.

Personal Property Replacement Cost coverage will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy:

- a. Jewelry;
- b. Furs and garments trimmed with fur or consisting principally of fur;
- c. Cameras, projection machines, films and related articles of equipment;
- d. Musical equipment and related articles of equipment;
- e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding pens, pencils, flasks, smoking implements or jewelry; and
- f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost coverage will not apply to other classes of property separately described and specifically insured.

**1. PROPERTY NOT ELIGIBLE**

Property listed below is not eligible for replacement cost settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

- a. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.

- b. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.

**2. REPLACEMENT COST**

The following loss settlement procedure applies to all property insured under this endorsement:

- a. We will pay no more than the least of the following amounts:
  - (1) Replacement cost at the time of loss without deduction for depreciation;
  - (2) The full cost of repair at the time of loss;
  - (3) The limit of liability that applies to Coverage C, if applicable;
  - (4) Any applicable special limits of liability stated in this policy; or
  - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. When the replacement cost for the entire loss under this endorsement is more than \$500, we will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is complete.
- c. You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.

All other provisions of this policy apply.

HOMEOWNERS  
HO 04 96 04 91

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NO SECTION II - LIABILITY COVERAGES FOR**  
**HOME DAY CARE BUSINESS**  
**LIMITED SECTION I - PROPERTY COVERAGES FOR**  
**HOME DAY CARE BUSINESS**

If an "Insured" regularly provides home day care services to a person or persons other than "Insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy:

1. Does not provide Section II - Liability Coverages because a "business" of an "insured" is excluded under exclusion 1.b. of Section II - Exclusions;
2. Does not provide Section I - Coverage B coverage where other structures are used in whole

or in part for "business";

3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because Coverage C - Special Limits of Liability - item 8. imposes that limit on "business" property on the "residence premises." (Item 8. corresponds to Item 5. in Form HO 00 08.);
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because Coverage C - Special Limits of Liability - item 9. imposes that limit on "business" property away from the "residence premises." Special Limit of Liability Item 9. does not apply to adaptable electronic apparatus as described in Special Limit of Liability Items 10. and 11. (Items 9., 10. and 11. correspond to Items 6., 7. and 8. respectively in Form HO 00 08.)

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

HOMEOWNERS  
HO 04 98 04 91

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REFRIGERATED PROPERTY COVERAGE**

For an additional premium, we insure, up to \$500, covered property stored in freezers or refrigerators on the "residence premises" for direct loss caused by:

1. Interruption of electrical service to the refrigeration unit. The interruption must be caused by damage to the generating or transmitting equipment; or
2. Mechanical failure of the unit storing the property.

Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.

This endorsement does not increase the limit of liability for Coverage C - Personal Property. The Section I - Power Failure exclusion does not apply to this coverage.

**Special Deductible**

The following deductible applies to covered loss to refrigerated property:

We will pay only that part of the loss that exceeds \$100. No other deductible applies to this coverage.

All other provisions of this policy apply.

HOMEOWNERS  
HO-24 82 04 91

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PERSONAL INJURY**

For an additional premium, under Coverage E - Personal Liability, the definition "bodily injury" is amended to include personal injury.

"Personal injury" means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

Section II Exclusions do not apply to personal injury. Personal injury insurance does not apply to:

1. Liability assumed by the "insured" under any contract or agreement except any indemnity obligation assumed by the "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;

2. Injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an "insured";
3. Injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by the "insured";
4. Injury arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";
5. Civic or public activities performed for pay by an "insured"; or
6. Injury to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

All other provisions of this policy apply.

<b>Additional Coverages</b>		<b>\$174.00</b>
-----------------------------	--	-----------------

<b>Additional Coverages</b>		<b>\$174.00</b>	
Home Advantage			
HO 04 20 0694 Specified Additional Amount Insurance for Cov A			
HO 04 90 0491 Personal Property Replacement Cost			
HH 00 15 0209 Special Personal Property Coverage			
Increased Coverage C			
HO 24 82 0491 Personal Injury			

<b>Surcharges</b>		<b>\$86.00</b>
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<b>Surcharges</b>		<b>\$86.00</b>	
HD-016 1298 New Home Credit			

<b>Discounts</b>		<b>-\$243.00</b>
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<b>Discounts</b>		<b>-\$243.00</b>	
HD-017 1298 Deductible			
HO 04 16 0491 Premises Alarm or Fire Protection System			

<b>Contracts and Amendments</b>
---------------------------------

HO 00 03 0491 Special Form (HO 00 03 0491)
HH 01 41 0310 Special Provisions - Tennessee
HO 04 33 0502 Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
HO 04 96 0491 No Section II Coverage - Home Day Care Business
HO 04 98 0491 Refrigerated Property Coverage

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### Important Messages

Member companies of the Homesite Insurance Group include the following: Homesite Insurance Company, Homesite Indemnity Company, Homesite Insurance Company of California, Homesite Insurance Company of Florida, Homesite Insurance Company of Illinois, Homesite Insurance Company of the Midwest, Homesite Insurance Company of New York, Homesite Insurance Company of Pennsylvania, and Homesite Lloyd's of Texas.

These Declarations are not the entire insurance policy. All information contained in the Declarations regarding the insured, covered property, coverage limits, deductibles, and premium charges is subject to the specific terms and conditions of the policy contract. Please read your policy contract and amendments carefully.

The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.

## Personal Property Inventory

File #: \_\_\_\_\_  
Adjuster: \_\_\_\_\_

Insured: \_\_\_\_\_

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
				%	\$	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				<b>Subtotals</b>		
				Tax		
				<b>Totals</b>		
				<b>Deductible -</b>		
				<b>Amount Payable -</b>		

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

X

Insured Signature

Date

**Personal Property Inventory**File #: \_\_\_\_\_  
Adjuster: \_\_\_\_\_

Insured: \_\_\_\_\_

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
1						
2						
3						
4						
5						
6						
7						
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12						
13						
14						
15						
16						
17						
18						
19						
20						
Subtotals				Tax		
Totals						
Deductible -						
Amount Payable -						

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

**X**

Insured Signature

Date

**Personal Property Inventory**

Insured: \_\_\_\_\_

File #: \_\_\_\_\_  
Adjuster: \_\_\_\_\_

Quantity 1	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation %	Value \$	Claim
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

X

Insured Signature

Date

Totals	Subtotals	Tax
Deductible -		
Amount Payable -		

**Personal Property Inventory**

Insured: \_\_\_\_\_

File #: \_\_\_\_\_  
Adjuster: \_\_\_\_\_

Quantity	Description of Article	Date of Purchase	Place of Purchase	Repair or Replacement Cost	For Adjuster Use Only		
					% Depreciation	\$ Value	Claim
1							
2							
3							
.4							
5							
6							
7							
8							
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20							

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

Subtotals  
Tax

Totals

Deductible -	
Amount Payable -	

Insured Signature

Date

**Personal Property Inventory**

Insured: \_\_\_\_\_

File #: \_\_\_\_\_  
Adjuster: \_\_\_\_\_

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
%	\$					
1						
2						
3						
4						
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20						

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

X Insured Signature \_\_\_\_\_ Date \_\_\_\_\_

Subtotals	Tax		
Totals			
Deductible -			
Amount Payable -			

\*\*\*ATTACH AVAILABLE RECEIPTS OR OTHER EVIDENCE OF OWNERSHIP

**Progressive Home Advantage**

Underwritten by HOMESITE INSURANCE COMPANY OF THE MIDWEST  
99 Bedford Street  
Boston, MA 02111-2217  
Tel. (866) 960-8609 Fax (877) 273-2984

MONIQUE ABELL  
4728 SPOTTSWOOD AVE  
APT 314  
MEMPHIS, TN 38117

**New Business for Policy Number 31340364**

September 29, 2010

Dear MONIQUE ABELL,

On behalf of Progressive Home Advantage, we would like to thank you for your business. We appreciate the opportunity to serve you and are constantly striving to provide you with quality products and professional service to meet your home insurance needs. With that in mind, we are pleased to enclose your homeowners insurance policy which is underwritten by HOMESITE INSURANCE COMPANY OF THE MIDWEST.

As part of your new policy package, you will find enclosed many important documents that contain information about your policy and explanations of any special policy provisions. Please read your policy carefully to ensure it provides the protection and services necessary to meet your homeowner needs. We have also included in this policy package:

- \* Our invoice which outlines your premium;
- \* Our current billing options and methods of payment;
- \* Your policy declarations page which outlines your coverage limits, endorsements and special features of your policy.

Should you have any questions or concerns about your policy or the information in this policy package, please contact our Customer Service Center at your convenience. Please call us at 1-866-960-8609.

Thank you for joining the Progressive Home Advantage, we appreciate the opportunity to provide your homeowners insurance needs and look forward to serving you for many years to come.

Progressive is not affiliated with Homesite. Insurance policies purchased through Progressive Home Advantage are underwritten by the Homesite Insurance Group, a leading provider of homeowners, renters and condominium insurance. Homesite provides the coverage for, and pays the claims associated with, these insurance policies. Progressive is not responsible for the insurance claims or any other obligations of Homesite. Certain Progressive companies may be compensated as licensed agencies for performing services on behalf of Homesite.

Sincerely,

Customer Care Department  
Progressive Home Advantage

Please review additional information on the reverse of this letter that will explain information about your existing coverages and additional coverages that may be appropriate for your policy.

PERSONAL PROPERTY INVENTORY INSTRUCTIONS:

Please find attached personal property inventory form.

This form is used to document any damage to personal property caused by this loss.

Under your policy of insurance you have a responsibility to mitigate your damages.

Below is a list of suggestions to aid you in the process:

- Launder any items that can be laundered, do not let them sit
- Take dry cleaned items to a dry cleaner and keep the receipt
- Remove all items out of the affected area and out of harm's way that can be moved
- Take larger electronic items to a certified technician to determine if they can be repaired versus replacement and have them write a report to that affect
- Items that can absorb water like wood or cloth, that cannot be moved, place plastic, wax paper or foil under the legs or areas touching the water

Please fill out this form with all relevant information (ie: year purchased, make, model, serial numbers..etc.) Once completely filled out, please sign at the bottom to verify your proof of loss.

Additional copies can be made, signed and forwarded.

— EXHIBIT "C" —

File #: \_\_\_\_\_  
Adjuster: \_\_\_\_\_**Personal Property Inventory**Insured: Monique Arel

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
1	BED (Kingsize)	YARD SALE	200.00			
2	4 sets SHEETS for bed	Walmart	160.00			
3	10 sets TOWELS (bath/ess)	Walmart	250.00			
4	1 REFRIGERATOR	Came with home	739.99			
5	1 WASHER AND DRYER	Best Buy	700.00			
6	1 ELECTRIC STOVE	Came with house	429.99			
7	10 BARS DISH SOAP	SAMS CLUB	12.98			
8	2 bottles Acetone + Face Scrub	Walmart	7.98			
9	1 bottle Baby Oil - Almond	Walmart	3.8			
10	2 bottles Dentine Shampoo (conditioner)	Wal-Mart	11.94			
11	4 shirts Done Decozen (4 pieces)	SAMS CLUB	15.98			
12	1 bottle Crest mouthwash	WALMART	5.99			
13	2 tubes Crest toothpaste	Walmart	4.84			
14	1 bottle Cetide Air Freshener	Walmart	7.9			
15	5 bottles Revlon nail polish	Target	24.00			
16	2 packets Eye Shadow	Macy's telephone	7.00			
17	5 tubes Lip gloss	Macy's Sephora	20.00			
18	2 tubes Eye liner (MAC)	MAC	15.00			
19	12 rolls Toilet Paper	Walmart	14.97			
20	3 pack Paper Towel	Walmart	8.50			
		Subtotals				
		Tax				
		Totals				
		Deductible				
		Amount Payable				

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

x Monique Arel  
Insured Signature10/20/11  
Date

\*\*ATTACH AVAILABLE RECEIPTS OR OTHER EVIDENCE OF OWNERSHIP

File #: \_\_\_\_\_  
 Adjuster: \_\_\_\_\_

## Personal Property Inventory

Insured: Margorie A. Bell

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Repair or Replacement Cost	Depreciation %	Value \$
1	12 Dresses	1/20/11	Macy's Department Store	1,100.00		
2	3 Skirts	1/20/11	Macy's Department Store	125.00		
3	2 Shirts		T.J. Penney's	33.00		
4	4 pairs Work out pants (Athletic)		T.J. Penney's	88.00		
5	2 sets Toggling Suits (Velour)		T.J. Penney's	60.00		
6	4 Dress Shirts		Acme Discount Mart	35.00		
7	5 Brodies		Second Hand Previews	100.00		
8	5 Pants Suits		Macy's	400.00		
9	5 Vests		Beauty & Beyond	85.00		
10	1 Space Heater (Electric)		Wal-mart	44.99		
11	1 Bassinet & Dust Pan		Wal-mart	15.99		
12	1 Hard floor steam mop		Wal-mart	37.54		
13	1 Box	Grand Sale		100.00		
14	1 Hair Dryer	Wal-mart		36.99		
15	1 Garbage/Bursties	Wal-mart		10.00		
16	1 Make up Tool Kit (Coset)	Macy's		60.00		
17	1 bottle Bleach (Tide)	Wal-mart		10.94		
18	1 Laundry Detergent (Clorox)	Wal-mart		11.52		
19	2 Dryer sheets (Silk stitched)	Macy's		95.00		
20	5 Handbags (Coach, Guess, Over the shoulder, etc.)	Various places		450.00		
		Total		Subtotals		
				Tax		
				Totals		
				Deductible -		
				Amount Payable -		

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

x Margorie Bell 10/20/10  
 Insured Signature Date

\*\*\*ATTACH AVAILABLE RECEIPTS OR OTHER EVIDENCE OF OWNERSHIP

File #: \_\_\_\_\_  
Adjuster: \_\_\_\_\_

### Personal Property Inventory

Insured: Moscoue Aseel

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
1	Couch (seats 4)	Garret Sale	Walmart	499.99	499.99	
2	Loveseat (seats 2)	Garret Sale	Walmart	429.99	429.99	
3	ARM CHAIRS	Garret Sale	Walmart	429.99	429.99	
4	DINING ROOM TABLE	Garret Sale	Walmart	299.99	299.99	
5	DINING TABLE W/ 4 CHAIRS	Garret Sale	Walmart	526.00	526.00	
6	DISH SET (MISC STUFF)	Macy's	Macy's	75.00	75.00	
7	SILVERWARE (53 pieces)	Walmart	Walmart	39.99	39.99	
8	POTS AND PANS	over the years	Macy's	399.99	399.99	
9	47 INCH FLATSCREEN TV	SAMS CLUB	Sams Club	769.00	769.00	
10	PLAYSTATION 3	BEST BUY	Best Buy	399.99	399.99	
11	50 DVD COLLECT	over the years	over the years	1,000.00	1,000.00	
12	15 PLAYSTATION 3 GAMES	Walmart	Walmart	494.59	494.59	
13	2 SURGE PROTECTORS	Walmart	Walmart	25.00	25.00	
14	TELEVISION STAND	Target	Target	99.99	99.99	
15	IRON & IRONING BOARD	Walmart	Walmart	50.00	50.00	
16	CURLING IRON	Walmart	Walmart	19.99	19.99	
17	ZOLLER SET (42 HAIR)	Walmart	Walmart	19.99	19.99	
18	1 FLAT IRON (FOR HAIR)	Walmart	Walmart	29.99	29.99	
19	1 BLENDER	Walmart	Walmart	79.99	79.99	
20	1 MICROWAVE	Walmart	Walmart	59.99	59.99	
			Subtotal			
			Tax			
			Totals			
			Deductible	-		
			Amount Payable	-		

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

X Moscoue Aseel 10/20/10  
Insured Signature Date

\*\*\*ATTACH AVAILABLE RECEIPTS OR OTHER EVIDENCE OF OWNERSHIP

File #: \_\_\_\_\_  
 Adjuster: \_\_\_\_\_

### Personal Property Inventory

Insured: Margie A. Bell

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
1	4 Bra & Panty Sets		Victoria's Secret \$38.00			
2	2 Bra & Panty Sets		Aerie's \$8.00			
3	3 Bra & Panty Sets		Charlotte Russe \$12.00			
4	5 Bra & Panty Sets		Wal-mart \$6.00			
5	6 pairs Hanes Women's Socks		Wal-mart \$12.92			
6	2 Leggings		Francesca's \$21.00			
7	12 Amborille Essentials Bottles		Jc Penny's \$7.50			
8	3 Jackets (one jacket lined)		Macys \$50.00			
9	12 Sweatshirts (Lanigan's, Wal-mart)		Sears, Macys \$150.00			
10	1 pair Scent Madden faux boots	Winter '09	DSW \$9.95			
11	1 pair Guess Founds	Summer '08 DSW	DSW \$9.95			
12	8 pairs Dress Shoes (Kohl's, Wal-mart)	various	DSW, Wal-mart \$700.00			
13	2 pairs Puma Tennis shoes	various	DSW \$12.95			
14	6 pairs Skechers (Nine West, Wal-mart)	various	TJ Maxx \$150.00			
15	5 pairs House Slippers	various	DSW, Macys, TJ Maxx \$74.00			
16	1 bottle Johnson & Johnson lotion	Wal-mart	Wal-mart \$0.00			
17	10 pairs Dress Panties	various	Jc Penny's \$7.50			
18	20 pairs Tennis (Perry's, Cintas, Kmart, Wal-mart)	various	Jc Penny's \$150.00			
19	10 Socks (short sleeve t-shirts)	various	various places \$1052.00			
20	4 Bra Panty Sets	Francesca's, Wal-mart	Francesca's \$125.00			
		Meredith Records	Meredith Records \$125.00			
				Subtotals		
				Tax		
				Totals		
				Deductible	-	
				Amount Payable	-	

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

X Margie Bell 10/20/10  
 Insured Signature Date

Insured Signature

\*\*ATTACH AVAILABLE RECEIPTS OR OTHER EVIDENCE OF OWNERSHIP

File #: \_\_\_\_\_  
 Adjuster: \_\_\_\_\_

## Personal Property Inventory

Insured: Monique Airey

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
1	3 CAPRI PANTS		Macy's	Loss	\$0.00	
2	8 SCARFS		Department 5th & Main	110.00		
3	3 BOOTS (Rain)		DSW	54.95		
4	4 House hold Cleaning Supplies		Wal-mart	30.00		
5	2 Umbrella's (Cooper)		Wal-mart	24.00		
6	2 SWIM SUITS		J.C.Penney & Macy's	180.00		
7	5 BACKPACKS Textbooks		Georgia State Univ. 687.94			
8	1 SLEEP POLE		Macy's	59.00		
9	1 Mechat Scope		Wal-mart	29.44		
10	2 Wristbands (Kenneth Cole)		Macy's	324.00		
11	1 Best Electronic Textbook		Georgia State University	99.95		
12	1 Financial Planning Textbk		Georgia State University	103.09		
13	1 Real B. Personal Planner Textbook		Wal-mart	57.99		
14						
15						
16						
17						
18						
19						
20						
				Subtotals		
				Tax		
				Totals		
				Deductible	-	
				Amount Payable	-	

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

x Monique Airey 10/20/10  
 Insured Signature Date  
 Insured Signature Date

\*\*ATTACH AVAILABLE RECEIPTS OR OTHER EVIDENCE OF OWNERSHIP

File #: \_\_\_\_\_  
 Adjuster: \_\_\_\_\_

## Personal Property Inventory

Insured: \_\_\_\_\_

Quantity	Description of Article	Date of Purchase	Place of Purchase	For Adjuster Use Only		
				Depreciation	Value	Claim
1	12 Dresse S	OVER THE YEARS	Macy's Dept. Store	\$100.00		
2	3 Skirts		Macy's & Stride Rite	125.00		
3	2 Shirts		J.C. Penney's	33.00		
4	4 V-neck Knit Pant (Athletic)		J.C. Penney's	88.00		
5	2 sets Jersey Suits (Athletic)		J.C. Penney's	60.00		
6	9 Dress Shirts					
7	15 Roll over Hoodies		J.C. Penney's	150.00		
8	5 Pants Suits /Dress Suits	Tommy	J.C. Penney's	139.99		
9	5 Wigs		J.C. Penney's	185.00		
10	1 Space Heater (Seasonal)		Walmart	44.99		
11	1 Broom & Dust Pan		Walmart	15.99		
12	1 Hop (Hard Floor Steam Mop)		Walmart	37.54		
13	1 Rug		SALE	\$100.00		
14	Hair Dryer		Walmart	30.99		
15	Clothes Brushess		Walmart			
16	1 Makewp Pool Ball(MAC)		MACY'S			
17	Bleach					
18	1 BOUNCER/Detergent					
19	Pajamas					
20	1 Handbags					
				Subtotals		
				Tax		
				Totals		
				Deductible	-	
				Amount Payable	-	

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

x

Insured Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\*\*\*ATTACH AVAILABLE RECEIPTS OR OTHER EVIDENCE OF OWNERSHIP



FedEx Office is your destination  
for printing and shipping.

7801 WINCHESTER RD  
Memphis, TN 38125  
Tel: (901) 755-6261

10/20/2010 10:31:02 PM CST  
Team Member: Erika A.

SALE

Fax - Domestic Send 14 @ 1.5614 T  
0714 Regu 1.00 @ 2,4900.49  
0714 Regu 13.00 @ 1,4900.49

Regular Total 34.86  
Discounts 13.00

Total 21.86

Sub-Total	21.86
Tax	2.02
Deposit	0.00
<b>Total</b>	<b>23.88</b>
Cash	100.00
Total Tender	100.00
Change Due	(76.12)

TRANSMISSION VERIFICATION REPORT

TIME : 10/21/2010 07:17  
NAME : FEDEX OFFICE CORDOVA  
FAX : 9017520833  
TEL : 9017520200  
SER. #: 000H9N118154

DATE, TIME	10/21 07:17
FAX NO./NAME	12512179195
DURATION	00:00:38
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

## **Task Object**

Rental Agreement:		Local	Personnel	1200001-10785/10102105 PH	I CUST. REF. # 25B23000207400	
Customer Information		Dealer Information		Units/Contractual ID#	Rates and Charges	Total Rent
UNIVERSITY RIDERS ATTN: UNIVERSITY BROOKS		BUDGET CAR AND TRUCK RENTAL 420 S BERNARDINN PKWY 102 CORDOVA, TN 38018 (901) 737-1077 Dealer Number: 380182			Slot Rate	
				1650 PARCEL VAN 196.....	31.99	31.99
				100 LEAUGE RATE.....	0.55/mi	11.04
				100 DAMAGE RESP.....	23.95	23.95
				100 STATE LIMIT.....	0.00	0.00
				Moving Supplies.....		0.00
				1000 RECOVERY FEE PER 1 DAY (SP) @ 1.00.....		1.00
				TELENOV RECOVERY FEE PER 1 DAY (SP) @ 0.13.....		0.13
				100 Sales Tax @ 1.25; (P)Rental Tax @ 12.25%		6.34
					Rental Total.....	76.45
				1 Topoff Fuel..... 0 gals @ 0.00/gal		0.00
				1 Truck Cleaning.....		0.00
				1 Missing Equipment.....		0.00
				1 Physical Damage.....		0.00
				1 Reasons.....		
					Total Additional Charges	0.00
				1 Deductions.....		0.00
				1001 Deductions.....		0.00
				1 Repairs.....		0.00
				1 Revenue Adjustments.....		0.00
				1 Reasons.....		
				1 Moving Supplies Returned.....		0.00
					Total Deductions	0.00
					Total Charges	76.45
					Less: Deposit/Previous Payments	0.00
					Amount Due Budget	76.45
				1 Payments Approval		
				1650 UNIVERSTY RIDERS 10102105	000322	\$ 76.45

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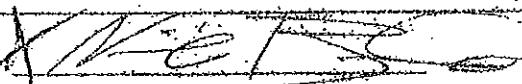
**Budget**

RENTAL AGREEMENT:	LOCAL	Personal	RENTAL	10/05/2010 00:00:00	CUST. REF.	25B2300007400
Customer Information	Dealer Information		Rental Information		Rates and Charges	
					Total Amt	
UVUTAI BROOKS ATTN:UVUTAI BROOKS	BUDGET CAR AND TRUCK RENTAL 420 S GERMANTOWN PKWY 102 GARLAND, TX 75018 (901) 737-1077 Dealer Number: 300182				Slot Rate	
			115' PARCEL VAN GRS.....	31.99	31.99	
			Mileage Rate.....	0.55/mi	11.048	
			140 DAYWARE RESP.....	23.95	23.95	
			18TD STATE LIMIT.....	0.00	0.00	
			Moving Supplies.....		0.001	
			(C08) RECOVERY FEE - 1 DAY(S) @ 1.00.....		1.00	
			ENERGY RECOVERY FEE - 1 DAY(S) @ 0.13.....		0.138	
			(*)Sales Tax @ 11.25, (*)Rental Tax @ 12.25%		8.34	
			Rental Total .....		76.45	
			Topoff Fuel.....0 gals @ 0.00/gal		0.00	
			Truck Cleaning.....		0.00	
			Missing Equipment.....		0.00	
			Physical Damage.....		0.00	
			Reason.....			
					0.00	
				Total Additional Charges	0.00	
				Deductions		
				Doll Deductions.....	0.00	
				Repairs.....	0.00	
				Revenue Adjustments.....	0.00	
				Reason.....		
				Moving Supplies Returned.....	0.00	
				Total Deductions	0.00	
				Total Charges .....	76.45	
				Less: Deposit/Previous Payments	0.00	
				Amount Due Budget .....	76.45	
				Payments Approval		
				AM ****5100	00522	76.45

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- This discount does not apply to  
commercial accounts or contracted rates.

Rental Agent: BUDFOX

Customer Signature: 

Correction# 0 Rec. Ref. #

v.34

T-S6-07 DAS (1)

CUSTOMER COPY

320  
3429

F I L E D  
JAN 19 2011  
SHERIFF'S OFFICE

IN THE CIRCUIT COURT OF FOR THE  
THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, SHELBY COUNTY

MONIQUE ABELL,

PLAINTIFF,

VS.

DOCKET NO.: CT-000255-11  
DIVISION: TTT

PROGRESSIVE HOME ADVANTAGE,  
PROGRESSIVE INSURANCE COMPANY,  
AND HOMESITE INSURANCE COMPANY  
OF THE MIDWEST,

DEFENDANTS.

---

**PLAINTIFF MONIQUE ABELL'S FIRST INTERROGATORIES TO DEFENDANTS**

---

COME NOW, Plaintiff Monique Abell and propounds her First Set of Interrogatories upon Defendants Progressive Home Advantage, Progressive Insurance Company and Homesite Insurance Company of the Midwest as follows:

**GENERAL INSTRUCTIONS**

The following interrogatories are propounded by the undersigned attorney on behalf of the Plaintiffs in accordance with the Tennessee Rules of Civil Procedure and the applicable rules of Court to be answered under oath in the time prescribed by law.

These interrogatories are continuing in character to require you to file supplementary answers if you obtain further or different information before trial. If you fail to list any expert or fact witness sufficiently before trial so that we can prepare property for their testimony, we intend to object to that witness being allowed to testify.

"You" includes anyone acting on your behalf.

"Person" and "Party" include singular and plural, individuals, groups, organizations, businesses, corporations, agencies, corporations and similar entities in being.

"Identify" includes any information for which would be used and/or necessary to find, visualize and/or discover information and/or persons and/or entities.

In answering these interrogatories, **furnish such information as is available to you**, not merely such information as is of your own knowledge. This means you are under a duty to furnish information as is of your own knowledge. This means you are under a duty to furnish information that is known by or in the possession of at least your employers, employees, partners, doctors, attorney, investigators, examiners, and/or testators employed by you or in your behalf.

To simplify the issues and resolve as many matters of fact as possible before trial, you are further requested that if the interrogatories or portions thereof cannot be answered fully, it shall be answered to the extent possible with the reasons for not answering more fully to be set out specifically. If you object to answering or fail to answer an interrogatory calling for certain information or to the identification of certain documents on the grounds of either attorney/client privilege or the work product doctrine, or both; or any other claim of privilege, then as to such information or such documents allegedly subject to such asserted objection, you are requested to supply an identification of such information or such documents, in writing, with sufficient specificity to permit the Court to reach a determination in the event of a Motion to Compel about the applicability of the asserted objection, together with an indication of the basis for the assertion of the objection based on attorney/client privilege or the work product doctrine, or any other claim or privilege. In the case of documents, the full identification of which is objected to because of either the attorney/client privilege or the work product doctrine, or any other claim or privilege, such partial identification called for by this instruction shall include the nature of the

document (for example, interoffice memoranda, correspondence, report), the sender or author, the recipient of each copy, the date, the name of each person to whom the original or any copy was circulated, the name appearing on any circulation list associated with such document, and a summary statement of the subject matter of the document in sufficient detail to permit the Court to reach a determination in the event of a Motion to Compel, but not so complete as to vitiate the effectiveness if the assertion of the objection.

**INTERROGATORIES**

**INTERROGATORY NO. 1:** Please provide the names, addresses, and telephone numbers of all witnesses who have any information concerning either the accident or injuries and/or damages sustained by Plaintiff, describing in detail said information they possess.

**INTERROGATORY NO. 2:** Please advise whether any statements were taken of any of the witnesses and/or Plaintiff, describing said statements completely and identifying the custodian of same.

**INTERROGATORY NO. 3:** Please advise and describe in detail whether any videotapes, films, motion pictures or photographs were taken of either the Plaintiff, witnesses and/or of any of the structures involved in this incident or the scene of said incident, identifying the custodian of same.

**INTERROGATORY NO. 4:** Please provide the names, addresses, contact information, and telephone numbers of all witnesses you intend to call or may call at trial or deposition.

**INTERROGATORY NO. 5:** Please provide the names, addresses and telephone numbers of all experts that you plan to call or may call to testify at trial or at deposition or consult with and give a brief synopsis of their testimony, advising whether a report, either oral or written, has been submitted. If an oral report was submitted, please provide the information rendered in said report.

**INTERROGATORY NO. 6:** Please state whether you have conducted any investigation relating to the incident alleged in Plaintiff's Complaint. If your answer is "yes," please identify all of those person(s) or party(ies) involved in said investigation and the custodian of the investigation materials.

**INTERROGATORY NO. 7:** Please state whether you are aware of or possess photographs, motion pictures, films, maps, prints, diagrams and any physical evidence of any nature of the incident, vehicle(s), building(s), structure(s) and/or persons involved in the incident, and describe same.

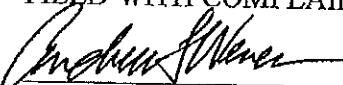
**INTERROGATORY NO. 8:** If you deny in total or in part any portion of Plaintiff's Complaint, please identify the basis of same and any document, person and/or entity that supports your denial.

Respectfully submitted by,

WENER & ASSOCIATES, P.C.

  
Andrew L. Wener, Esq.  
TN BPR: #21069; MS BPR: #101643  
Attorney for Plaintiff  
100 North Main Building, Suite 1234  
Memphis, Tennessee 38103  
(901) 525-2494

FILED WITH COMPLAINT

  
Certifying Attorney

FILED

IN THE CIRCUIT COURT FOR THE  
THIRTIETH JUDICIAL DISTRICT OF SHELBY COUNTY AT MEMPHIS  
TUESDAY, FEBRUARY 14, 2011

MONIQUE ABELL,

CIRCUIT CLERK  
BY [Signature] D.C.

PLAINTIFF,

VS.

DOCKET NO.: CF-000355-11  
DIVISION: TB

PROGRESSIVE HOME ADVANTAGE,  
PROGRESSIVE INSURANCE COMPANY,  
AND HOMESITE INSURANCE COMPANY  
OF THE MIDWEST,

DEFENDANTS

PLAINTIFF MONIQUE ABELL'S FIRST REQUEST FOR PRODUCTION OF  
DOCUMENTS AND THINGS PROPOUNDED UPON  
DEFENDANTS

COME NOW, Plaintiff Monique Abell and propounds her First Request for Production of Documents and Things upon Defendants Progressive Home Advantage, Progressive Insurance Company and Homesite Insurance Company of the Midwest as follows:

GENERAL INSTRUCTIONS:

The undersigned attorney on behalf of the Plaintiffs requests pursuant to *Rule 34* of the *Tennessee Rules of Civil Procedure*, that you ("you" means by you individually and anyone you are involved with jointly, such as partner or co-owner) produce, provide and permit inspection of the documents and tangible objects listed below.

Documents includes the original and any other nonidentical copy (whether different from

the original because of notes made on such or otherwise) of all notes, minutes of meetings, reports, calls, letters telegrams, memoranda, transcripts of telephone conversations, diaries, sound reports, and all other documentary material of any nature whatsoever, together with any attachments thereto or enclosures therewith.

These requests are **continuing** in character. You are required to produce supplementary responses to request for documents and such additional documents if you obtain further or different documents from those that are described therein. If you fail to produce documents about any expert or fact witness sufficiently before trial so that we can prepare properly for their testimony, we intend to object to that witness being allowed to testify.

“You” includes anyone acting on your behalf. “Your” or “owned by you” includes any interest you have, including, but not limited to, interests (contingent, expectant or otherwise) held in trust or in escrow for you or in which you or someone hold or held an interest for you in any degree.

“The vehicle” includes the vehicle being operated or driven by Verble Billings which is the subject of this lawsuit on the date, place and time therein.

In responding to these requests, **furnish such documents as are available to you and any that you have access to that are currently in possession of any agent, servant, or employee, or in possession of any agent, servant, or employee of any business, corporation, partnership or other entity or venture in which you have an interest.** This means you are under a duty to furnish information as is of your own knowledge. This means you are under a duty to furnish information that is known by or in the possession of at least your employers, employees, partners, doctors, attorney, investigators, examiners, and/or testators employed by you or in your behalf.

If any of the requested documents is privileged material and would otherwise be producible hereunder, you are to identify said material and explain why it is privileged.

To simplify the issues and resolve as many matters of fact as possible before trial, you are further requested that if the requests or portions thereof cannot be answered fully, it shall be answered to the extent possible with the reasons for not answering more fully to be set out specifically.

If you object to answering or fail to answer a request calling for certain information or to the identification of certain documents on the grounds of either attorney/client privilege or the work product doctrine, or both, or any other claim of privilege, then as to such information or such documents allegedly subject to such asserted objection, you are requested to supply an identification of such information or such documents, in writing, with sufficient specificity to permit the Court to reach a determination in the event of a Motion to Compel about the applicability of the asserted objection, together with an indication of the basis for the assertion of the objection based on attorney/client privilege or the work product doctrine, or any other claim or privilege.

In the case of documents, the full identification of which is objected to because of either the attorney/client privilege or the work product doctrine, or any other claim or privilege, such partial identification called for by this instruction shall include the nature of the document (for example, interoffice memoranda, correspondence, report), the sender or author, the recipient of each copy, the date, the name of each person to whom the original or any copy was circulated, the name appearing on any circulation list associated with such document, and a summary statement of the subject matter of the document in sufficient detail to permit the Court to reach a

determination in the event of a Motion to Compel, but not so complete as to vitiate the effectiveness if the assertion of the objection.

**REQUESTS:**

**REQUEST NO. 1:** Please provide all statements or any documents containing statements of any witness you may call or intend to call to testify. This Request includes production of any statement of Plaintiff.

**REQUEST NO. 2:** Please provide any and all photographs, videotapes, films or any other documentation in any form pertinent to the facts of this case. This includes producing a certified copy of the homeowners policy for the subject property and claim, as well any document signed or submitted by anyone handling this claim.

**REQUEST NO. 3:** Please provide copies of all records that you have obtained pertaining to the Plaintiff's claim. This includes any document submitted by Plaintiff to any Defendant(s) or investigator, employee or agent or representative of Defendant(s).

**REQUEST NO. 4:** Please provide copies of all photographs of the vehicles, persons, structures, equipment, or the accident scene. This includes any document submitted by any investigator, employee or agent of Defendant(s).

**REQUEST NO. 5:** Please provide a copy of any reports, letters, memoranda, or notes of any experts or documents in any form containing any information about an expert's findings and/or opinions of each expert you may or intend to call as a witness and/or consulted. If only an oral report was given, please provide a statement of the information rendered. This includes producing items relied upon by said expert.

**REQUEST NO. 6:** Please provide a copy of the inspection records for the claim and/or

premises of the subject incident.

**REQUEST NO. 7:** Please provide a copy of the policy and procedures manual for handling this claim and claims similar.

**REQUEST NO. 8:** Please provide a copy of any reports filed at any federal or state agency regarding this claim.

**REQUEST NO. 9:** Please provide a copy of all investigation reports, records and documents of or pertaining to the accident which is the subject of this claim. This includes external and internal investigations.

**REQUEST NO. 10:** Please produce any document relied upon or referred to in answering the Complaint.

**REQUEST NO. 11:** Please produce any document relied upon or referred to in answering the Interrogatories.

**REQUEST NO. 12:** Please produce any document relied upon or referred to in denying any portion of the Complaint.

Respectfully submitted by,

WENER & ASSOCIATES, P.C.

  
Andrew L. Wener, Esq.  
TN BPR: #21069; MS BPR: #101643  
Attorney for Plaintiff  
100 North Main Building, Suite 1234  
Memphis, Tennessee 38103  
(901) 525-2494

FILED WITH COMPLAINT:

  
Certifying Attorney